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ABSTRACT

This document presents the agreement between the Rhode Island Board of Regents and the University of Rhode Island American Association of University Professors. Articles of the agreement cover recognition; management rights; the university manual; department chairmen; nondiscrimination clause; consultation with president and commissioner; fringe benefits; selection of deans; leaves; membership lists; salaries; nonrenewal; retrenchment; academic freedom; complaint and grievance procedure; selection and appointment of new faculty members; individual contracts; the annual review; statement of principles on tenure; promotion process; tenure process; eligibility for tenure; outside consultation; dues deduction; alteration of agreement; no strikes or lockouts; savings clause; and termination agreement. Appendices cover salaries, workload study committee, new merit system committee, and the retirement age study committee. (MJM)

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Univ of Rhode Island
AAUP
4 year

AGREEMENT

BETWEEN

RHODE ISLAND BOARD OF REGENTS

AND

THE UNIVERSITY OF RHODE ISLAND

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
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AGREEMENT

In this agreement entered into this 6th day of November, 1972, by and between the State Board of Regents hereinafter referred to as the Board and the University of Rhode Island Chapter of the American Association of University Professors, referred to hereinafter as the Association, the parties hereby agree as follows:

ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the U.R.I. Chapter of the AAUP as the exclusive bargaining representative for all faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the Rhode Island State Labor Relations Board and dated December 21, 1971. Case EE No. 1961.

ARTICLE II

MANAGEMENT RIGHTS

2.1 The Association recognizes that the Board, the Agency for Higher Education and the administration of the University, has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the University to the full extent authorized by law.

2.2 The academic year shall begin one week before registration starts and end on the final Commencement Day in June.

2.3 Faculty members are expected to attend all general Faculty meetings called by the Dean or President and department meetings called by their department chairman.

ARTICLE III

THE UNIVERSITY MANUAL

3.1 When items in the University Manual are in conflict with this agreement, this agreement shall take precedence. The University Manual is not subject to the grievance or arbitration procedure.

ARTICLE IV

DEPARTMENT CHAIRMAN

4.1 Position of the Chairman - Department chairmen are essentially department administrators. Although they are responsible to the college dean and thence to the President for administering University policies and procedures on the department level, their primary responsibility is to the department faculty, of which they are active members, and which they are appointed to serve.

The duties and responsibilities of department chairmen are as follows: A department chairman shall have administrative responsibility for the program of the department under the dean of his college; cooperate with department members in planning and developing policies and programs; evaluate the instructional, research and administrative processes of the department and make recommendations to the dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, award of tenure, promotions and dismissals of department members; insure that adequate supervision, advice and training are provided to new department members and others who might profit therefrom; generally promote the welfare of the department and the University by every appropriate means; and carry out such other duties as are set forth elsewhere in the University Manual.

This agreement provides for the will of the department faculty to be of primary consideration in the appointment, retention, or dismissal of the chairman.

4.2 Search Committee - When it is determined that the position of chairman of a department will become vacant, the dean of the college shall appoint within thirty (30) days of such determination a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the dean and thence to the Vice President for Academic Affairs and to the President. This committee shall consist of no less than five and no more than seven members of the full-time faculty on a continuing appointment, at least one but not more than two of whom shall be chosen from outside the department in question, but with interests closely allied to those of the department. The chairman of the committee shall be a senior faculty member of the department and shall be designated by the committee. The outgoing department chairman shall not be a member of the Search Committee.

4.3 Screening and Interviews - The Search Committee shall solicit names of possible candidates from the University faculty and elsewhere. Names of candidates from within the present faculty as well as those from without, may be considered. The Search Committee will devise its own screening methods and will arrange for on-campus interviews of candidates in conjunction with the dean of the college, who will arrange in advance through the Vice President for Academic Affairs for necessary travel reimbursement for the candidates. The number of candidates invited to visit the campus will be decided by the Search Committee and the dean. Any candidate visiting the campus will meet with the faculty of the department and the dean, and whenever possible with the Dean of the Graduate School, the Vice President for

Academic Affairs and the President of the University. The candidate shall also be given the opportunity to meet with graduate and undergraduate students of the department under such conditions as can conveniently be arranged.

4.4 Choice of Candidate - After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the dean the names of acceptable candidates. The dean will forward the names of the candidates to the Vice President for Academic Affairs and the President. The President may appoint one of the candidates recommended by the Search Committee. If the President cannot accept any of the candidates suggested, he shall explain his decision to the Chairman of the Search Committee and will request the Committee to continue its search until a candidate acceptable to all parties is appointed.

4.5 Conditions of Initial Appointment - A chairman shall be given a calendar year contract when the responsibilities and duties of his office warrant it. This will be determined by the dean of the college and the Vice President for Academic Affairs. The chairman, if offered a calendar year contract may choose an academic year contract with the provision that other arrangements be mutually agreed upon for the summer months. Each chairman shall receive a salary commensurate with his rank, experience and professional competence in accordance with the agreed upon salary scales.

4.6 Duration of Appointment - The initial appointment of a department chairman shall be for a three-year period and it may be renewed for terms of three years each upon the recommendation of the dean subject to conditions set forth below. No chairman may serve more than four consecutive terms for a total service of twelve years commencing with this agreement. If a department chairman chooses to resign before the end of his term, an acting chairman shall be appointed by the President upon the recommendation of the dean of the college in consultation with the members of the department.

Recommendation for Retention or Dismissal - The President's reappointment of a chairman shall be made with the advice of the dean of the college, who shall meet with and receive the vote, if taken, of the full-time members of the department on a continuing appointment with the rank of instructor or above. The vote, if taken, together with written recommendations which the dean shall solicit from those faculty who may choose to submit them, shall be forwarded by the dean together with his own recommendation to the Vice President for Academic Affairs and to the President no later than May 1 of the second year of the chairman's term. If the President does not accept the recommendation of the dean and the department, he shall explain his reasons for doing so to the dean and the department.

If, in the opinion of the President or by a petition signed by two-thirds of the department with reasons in writing stating that the department chairman is not properly fulfilling his responsibilities, the President may terminate the appointment of a chairman.

The provisions of Article 4.6 are subject to the grievance and arbitration procedure.

4.7 Summer Recontracting - When in the opinion of the dean and the Vice President for Academic Affairs the requirements of the position make it necessary, a chairman on an academic year appointment shall be given the privilege of recontracting for the summer on the same basis as other

faculty. A chairman on a calendar year contract will accumulate leave on the same basis as other calendar year faculty and he shall use it at his own discretion during the year with the concurrence of the dean.

4.8 Summer Replacement of Chairmen - A chairman on academic year contract who does not recontract for the summer when the requirements of the position make it necessary as determined by the dean and the Vice President for Academic Affairs, may designate with the concurrence of the dean a senior ranking faculty member within his department to act on his behalf during the summer term. Such faculty member shall receive a salary equal to that for teaching one summer course.

4.9 Position after Retirement, Dismissal or Resignation - A chairman may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one year, he may step down at any time, at which time an acting chairman shall be appointed by the President as noted above (4.6), pending selection of a replacement through the Search Committee. A chairman who has resigned his position, provided his rank is tenured and he is not retiring or resigning from the University, will be placed on an academic or calendar year contract depending upon the practice which prevails within his department. If he held a calendar year contract and he is appointed to an academic year contract with the resignation of his chairmanship, his salary shall be adjusted to a figure no lower than the equivalent salary on an academic year contract basis.

ARTICLE V

NON-DISCRIMINATION CLAUSE

5.1 The provisions of this agreement shall apply to all persons covered by this agreement without discrimination on account of sex, race, color, national origin or creed, nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.

5.2 As sole collective bargaining agent the Association will accept into membership all eligible persons in the bargaining unit without regard to sex, race, color, national origin or creed.

ARTICLE VI

CONSULTATION WITH PRESIDENT AND COMMISSIONER

6.1 The President or his designee shall meet with representatives of the Association, and representatives of the Association shall meet with the President or his designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this agreement or subsequent agreements and to discuss those matters necessary to the implementation of this agreement which are local in nature, provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

6.2 The Commissioner or his designee shall meet with representatives of the Association, and representatives of the Association shall meet with the Commissioner or his designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this agreement or subsequent agreements and to discuss those matters necessary to the implementation of this agreement, provided each party gives fifteen (15) days written notice to the other party (including a copy to the President) advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

6.3 Nothing contained herein shall prevent the Association from consulting with the Commissioner and the President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE VII

FRINGE BENEFITS

7.1 Health Insurance - All faculty members covered by this agreement are subject to and have the benefits of the State Health Insurance Program.

7.2 Life Insurance - All faculty members covered by this agreement are subject to and have the benefits of the State Group Life Insurance Program.

7.3 Disability Insurance - All faculty members covered by this agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies, in accordance with rules and regulations of such systems.

7.4 Retirement Program - Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two years of service and attainment of age 30 as a condition of employment and as provided by law. Faculty members who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two years of employment for eligible employees under 30 years of age.

7.5 Tuition - General fees or course charges for all full-time faculty members may be waived when they undertake a regular study program at the University. Spouses and children of full-time faculty who are not full-time students may be registered, with the approval of the Registrar, for no more than three courses up to and including 11 credits in any one semester for undergraduate work and no more than two courses up to and including 8 credits in any one semester for graduate work.

Spouses and children of full-time faculty, enrolled full-time or part-time in the University, degree or non-degree candidates, shall pay all regular University fees except the General Fee. Children eligible are those who are unmarried and under age 21 at the time of original registration and who remain continuously registered.

ARTICLE VIII

SELECTION OF DEANS

8.1 Whenever a vacancy occurs in one of the following positions: Deans of the Colleges, Dean of the Graduate School, Dean of the Graduate School of Oceanography, Dean of the Graduate Library School, Dean of the Division of University Extension, Dean of the Summer Session and Dean of University College,

the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall have five (5) members drawn from segments of the academic community most immediately concerned or with special knowledge of the requirements of the position to be filled. Two (2) faculty members shall be selected by the Association and student members shall be appointed by the President when deemed appropriate by the committee. The committee membership may be enlarged by the President when wider representation of interest is desirable.

The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

ARTICLE IX

LEAVES

9.1 Sabbatical Leave

A. A faculty member who desires a sabbatical leave, leave for Graduate Study, or leave without pay shall apply in writing to his immediate superior, who shall refer the application to the dean of the college. The dean shall report it to the Vice President for Academic Affairs. Each of these two administrative officers shall make his recommendation for approval or disapproval of the application. The Vice President for Academic Affairs shall refer the application to the Board of Review, i.e., academic deans, Vice President for Academic Affairs and the President. If approved by the Board of Review, the application shall then be presented to the President for final action. Accompanying such application shall be a statement including the reasons for the leave and a plan for carrying on the work during the faculty member's absence. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.

Provision for the cost of sabbatical leave shall be made in departmental budgets. For this to be accomplished, an application for sabbatical leave, in the form of a detailed written statement of purpose for the leave, shall be submitted by May 1, sixteen (16) months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave may be considered.

B. Procedure and Pay - A member of the faculty who has served full-time for at least six (6) years, who has the rank of assistant professor or above and who has tenure shall be eligible for sabbatical leave. In exceptional circumstances, sabbatical leave may be granted even though the faculty member has not served on the faculty for the full six-year period.

C. If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since the granting of the last sabbatical leave.

D. Sabbatical leave shall be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one (1) year at half pay, or for one-half year at full pay.

E. Sabbatical leave shall be granted with the understanding that the recipient shall, upon the termination of the leave, return to his duties at the University for at least one (1) year unless, by mutual agreement between the faculty member and the President, it is deemed inadvisable for him to do so. At the close of the period of leave, the faculty member shall file with his dean a report of his professional activities during his absence.

F. Upon the completion of the contractual year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service.

credit, becoming eligible for an additional sabbatical leave upon the accumulation of an additional (minimum) six-year period of service credit.

G. If a faculty member shall serve more than six (6) years before his first sabbatical leave, or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

H. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

I. If the University service of a faculty member is interrupted by leave for military duty, one year of such leave may be credited once to the sabbatical-leave service-credit minimum requirement of six (6) years. However, regardless of the number of years of service to his credit, a faculty member on leave for military duty must return to his duties at the University for at least one year before he is eligible for sabbatical leave.

J. If a faculty member shall transfer to the University from another institution in the state college system, he shall be credited, if it is earned, with at least three years toward the sabbatical-leave service-credit minimum requirement of six years. Additional service credit toward sabbatical leave shall be a matter of negotiation at the time of transfer.

K. While on sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the University provided he is not required to perform duties detrimental to the objectives for which his leave period has been granted. However, if he accepts employment for pay during the leave period, his University compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

L. Nothing in this section on sabbatical leave shall be construed to mean or imply that two consecutive periods of sabbatical leave after twelve (12) or more years of continuous service are permitted.

M. A sabbatical leave will ordinarily not be scheduled to begin later than four (4) years prior to the employee's scheduled retirement date. The total number of replacement positions for persons on sabbatical leave shall not exceed 5% of the total full-time faculty.

9.2 Leave for Graduate Study - A member of the faculty who has served full-time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one (1) year at one-quarter pay with the understanding that the recipient shall, upon the termination of the leave, return to his duties at the University for a period of at least one (1) year. Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave in 9.1(A) above. Shortly after his return to

duty, the faculty member shall file with his dean a report of his professional activities during his absence. Only non-tenured faculty may apply for this leave.

9.3 Sick Leave -

A. If accident or sickness renders any faculty member temporarily incapable of performing his duties, sick leave shall be granted by the University according to the following plan:

B. A faculty member who has served for two (2) years or less may be granted up to one month's sick leave with full pay.

C. For each subsequent year of service beyond two (2) years, he may be granted an additional half month of sick leave until the accumulated total reaches a maximum of twelve (12) months.

D. If a faculty member shall transfer directly to the University from another institution in the state college system, he shall be credited in full for all sick leave accrued at the other institution.

E. A faculty member who has used his entire sick leave allowance and is still unable to resume his duties, shall either apply for a leave, with or without pay, or resign. Final determination of his status shall rest with the President.

F. The granting of leave for incapacity not fully covered by A above or involving unusual circumstances, shall be at the discretion of the President.

9.4 Return to Duty after Leave - Normally, a member of the faculty shall return to at least the same rank and salary he had at the University at the time his leave began.

9.5 Maternity Leave - Upon request, faculty members who are pregnant shall be granted a leave of absence without pay for the semester in which they shall reach the fifth month of pregnancy. Upon request, the leave may be extended until one (1) year after the birth of the child.

Credit for tenure shall accumulate during such leave of absence. A faculty member granted maternity leave shall be permitted to reduce the amount of leave without pay by use of earned vacation credits, if any.

9.6 Leave Without Pay - Leave of absence without pay shall be granted to a member of the faculty for good cause by the President. A leave normally shall not be granted for a period of more than one (1) academic year. In exceptional circumstances, however, leave without pay for a period longer than one (1) year may be granted.

9.7 Annual Vacation - The annual vacation for a member of the faculty on the calendar year (twelve month) basis shall total twenty-two (22) working days. Working days shall refer to five days per week, Monday through Friday, exclusive of scheduled holidays.

Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the department chairman and the Dean or director.

There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

9.8 Termination - When the service of a calendar year employee is terminated by resignation, retirement or death, if such employee shall not have used actual vacation time equal to the vacation credits outstanding on his account, he or his estate, shall be entitled to receive full pay for each day of vacation leave to his credit as of the date of termination, with the following exception: If an employee requests release from his contract before the end of the fiscal year, he shall forfeit all vacation credits for that year and any credits previously accumulated in excess of twenty-two (22) days.

9.9 Military Leave - Every employee covered by this agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and shall be granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

9.10 Military Training Leave - Employees covered by this agreement, who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick leave credits.

Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE X

MEMBERSHIP LISTS

10.1 The University shall provide, not later than October 15 and February 15 of each year, a list of all new faculty appointments and withdrawals within the unit.

ARTICLE XI

SALARIES

11.1 Salaries for full-time faculty will be in accordance with Appendix A of this agreement.

ARTICLE XII

NON-RENEWAL

12.1 Notice of Non-Renewal - Notice of Non-Renewal, or of intention not to recommend renewal of faculty members in the ranks of assistant professor, associate professor, and professor who have not yet acquired tenure shall be given in writing, in accordance with the following standards: 1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; 2) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; 3) at least one academic year before the expiration of an appointment after two or more years of service.

12.2 Promotion of Instructors - Contracts shall be given an instructor for a maximum period of four (4) years. At the end of each contract year, the instructor shall be eligible for reappointment in rank, contract termination or promotion. If the instructor is not to be reappointed, he must be informed at least three months in advance of termination, except that at the end of the third year, if it is known that the instructor will not or cannot be promoted at the end of the fourth year, the instructor must be informed of this fact before he signs his fourth year contract. Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor cannot be promoted before the end of four years.

ARTICLE XIII

RETRENCHMENT

13.1 Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

A. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.

B. Under the normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

(1) Among the part-time employees in the department or program before full-time employees are terminated.

(2) Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments, and from those holding term appointments before the termination of employees holding continuing appointments. Such removal shall be made in the inverse order of appointment within each such group.

(3) Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

C. The President will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide at least one semester's notice.

D. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University for a period of two years, and must accept such offer within 15 days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

E. The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary or without salary shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the college, and indicate the date he believes to be correct.

ARTICLE XIV

ACADEMIC FREEDOM

14.1 Faith in the fundamental importance of freedom forms a major theme in the history, government and tradition of the State of Rhode Island and Providence Plantations and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in his search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional scholars and teachers from interference with their obligation to pursue truth. Though it is a specific kind of freedom

peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the scholars themselves. In fact, the present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board of Regents affirms its unqualified acceptance of the principle of freedom in inquiry and expression.

14.2 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as "The 1940 Statement of Principles on Academic Freedom and Tenure". The Board of Regents and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher* or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

"Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

"The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

"The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman".

*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

14.3 The university faculty member is a citizen and like other citizens, should be free to engage in political activities so far as he is able to do so consistent with his obligations as a faculty member.

14.4 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive compaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position), will often require that the faculty member seek a leave of absence from the university.

14.5 A leave of absence incident to political activity should, when practicable, come under the university's normal rules and regulations for leaves of absence without pay.

ARTICLE XV

COMPLAINT AND GRIEVANCE PROCEDURE

15.1.1 Complaint Procedure - For the purpose of this agreement, a "complaint" may be any point at issue in which a faculty member feels his rights or benefits provided for under this contract have not been afforded.

15.1.2 Any faculty member in the bargaining unit or the Association on behalf of the faculty member may lodge an informal complaint. A complaint may, but need not, constitute a grievance. If a faculty member in the bargaining unit has a complaint, it shall be processed through the informal grievance procedure as herein set forth.

15.1.3 Informal procedure for handling complaints - Any faculty member in the bargaining unit may present and discuss his complaint either with or without a representative of the Association with the Department Chairman involved and such presentation and discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints.

15.2.1 Grievance Procedure - For the purpose of this agreement, the term "grievance" means any difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this agreement, that shall be presented in writing.

15.2.2 There shall be a grievance procedure as follows: to whom?

a. A written grievance shall be presented by the aggrieved faculty member and/or by the Association within ten (10) calendar days after the faculty member knew or should have known of the occurrence of such grievance.

b. An aggrieved shall discuss his problem with his Association representative and the Dean who shall attempt to settle the problem within five (5) calendar days. In the event there is no resolution by the Dean, the grievance shall automatically proceed to the next level.

c. If the grievance is not resolved according to section (b) above, the aggrieved and/or the grievance committee of the Association shall meet within three (3) calendar days with the President or his designee. He shall render a decision in writing to the Association and the faculty member within ten (10) calendar days.

d. If the grievance is still not resolved according to section (c) above, upon request the Commissioner of Education or his designee shall grant an informal hearing to the aggrieved and/or the Association representative and shall render a decision in writing to the Association and the faculty member within ten (10) calendar days after completion of the informal hearing, according to rules and regulations published by the Commissioner.

e. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The President on request, will produce payroll and other records, as necessary. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure.

Nothing contained herein deprives an individual faculty member of the right to process his grievance under this article without Association representation. However, the Association may participate in any grievance proceeding. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

f. It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section 15.2.2(c) of the grievance procedure. It is further agreed that either party to this agreement may submit a grievance to each other and proceed immediately to 15.2.2(c) above.

g. Any grievance not resolved in levels (a) through (c), shall automatically proceed to the next level.

h. The periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

i. Time limits may be waived by agreement in writing by the parties, including the grievant.

Arbitration -

15.3.1 All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision under Section 15.2.2(d).

15.3.2 If a grievance is not settled under Section 15.2.2, such grievance shall, at the request of the Association, be referred to the American Arbitration Association in accordance with its rules then obtaining.

15.3.3 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

15.3.4 Only grievances arising out of the provisions of this contract relating to the application, interpretation or violation thereof, may be submitted to arbitration.

The Burden of Proof under the Grievance-Arbitration Process -

15.4.1 In any case of non-renewal, the burden of proof of the denial of due process, legal rights, academic freedom, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence.

15.4.2 In any case of dismissal under tenure, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence.

15.4.3 In cases dealing with non-renewal, promotion and award of tenure, the burden of proof shall be on the grievant, which proof shall be by a preponderance of evidence. The factors to be considered will be those enumerated in the Article titled Annual Review, Section 18.5, insofar as they apply.

ARTICLE XVI

SELECTION AND APPOINTMENT OF NEW FACULTY MEMBERS

16.1 All members of a department at the rank of instructor and above shall be informed of vacancies and new positions within their departments by the department chairman.

16.2 Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including academic credentials and experience in teaching and research.

16.3 The chairman will review all applications received with all those members of his department who have full-time regular and continuing university appointment and shall report to the dean of the college candidates to be personally interviewed.

16.4 When candidates are brought to the campus, department members shall be informed and arrangements shall be made for the candidate to meet with as many department members as possible. The candidate's schedule of visits shall also include the dean of the college involved and normally the Dean of the Graduate School. The Vice President for Academic Affairs and the President of the University shall at their request be included in the interview.

16.5 The chairman shall seek the opinions of all those members of his department who have full-time regular and continuing university appointment on their choice of candidates before his final recommendation for appointment is submitted to the dean of the college. The chairman's recommendation shall include a report of the comments of those members of the department who were consulted.

16.6 The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments (except where research is to be the sole assignment). Those responsible for recommending the appointment of new faculty members shall make a reasonable effort to determine a candidate's teaching effectiveness.

16.7 Each candidate who is appointed shall be informed in writing by the department chairman of the personnel policies of particular importance to new staff members and of his specific official duties.

16.8 If the appointment is approved by the dean of the college, he shall recommend the appointment of the candidate to the Vice President for Academic Affairs, who, if he approves, makes a recommendation to the President. If the President approves, he shall appoint the faculty member.

16.9 When the majority of a department judges that the size of their department makes it difficult for all members to participate in the selection procedures, the department may form a selection committee to act in its behalf. Departmental selection committees shall be elected from members of the department and shall be representative of all academic ranks in the department. It shall assume the powers and duties of the department in the selection procedure. The department chairman shall serve as chairman of the selection committee.

ARTICLE XVII

INDIVIDUAL CONTRACTS

17.1 The University shall enter into annual individual employment contracts with members of the faculty provided that said contracts shall be subject to and not in conflict with the provisions of this collective bargaining agreement. Copies of the individual contracts shall be furnished to the Association within thirty (30) days after execution.

17.2 Normally, the duration of the initial contract for a faculty member (instructor through professor) shall be two years; subsequent contracts may be for one, two or three years provided the contract does not obligate the University beyond the mandatory tenure decision date or the date for mandatory decision for promotion from instructor to assistant professor.

Initial contracts for periods less than two years may be awarded in the event of faculty leave replacements, research arrangements, and similar limited-service arrangements. Contractual arrangements discussed here relate exclusively to faculty status and do not apply to any administrative appointment such as chairman, dean, etc. Each contract issued will explicitly indicate the duration of that contract. Multiple-year contracts shall in no way invalidate or affect the requirements and procedures for annual salary review or promotion and tenure considerations. Dismissal of a faculty member for cause prior to the expiration of his multiple-year contract will be administered in the same manner as any dismissal for cause.

The provisions of the above apply to all individual contracts which become effective July 1, 1973 and thereafter.

ARTICLE XVIII

THE ANNUAL REVIEW

18.1 The annual reviews, which shall be the basis for recommendations for retention, tenure, and promotion, shall be conducted by the department chairman for each faculty member in his department and shall be submitted to the dean of his college in writing by December 15 of each year. Access to the annual review will be limited to the faculty member, his chairman, dean of the college, Vice President for Academic Affairs, and the President, except as may be used under Article XV. It shall be the duty of full-time and continuing members of the faculty to assist the chairman in the evaluation of candidates for retention, tenure, and promotion (See Section 18.4 below).

18.2 The department chairman shall prepare a report annually in which he shall recommend every member of his department for retention in his rank, or promotion to a higher rank, or for non-renewal of his contract. Where, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered at the same time. Prior to preparing this report, the department chairman shall consider all the evaluations submitted by full-time and continuing members of his department at current or higher rank than the faculty member being considered. This report shall be in the hands of the dean of his college by December 15 of each year, and the views of the department faculty members shall be summarized anonymously and communicated to the Dean in this report. Each faculty member shall, upon request to his chairman, be given the privilege of reading the chairman's report concerning him.

18.3 The department chairman shall also prepare a report annually in which each member of his department eligible for tenure is recommended for tenure or recommended for denial of tenure at that time. Prior to preparing this report, the department chairman shall consider all the evaluations submitted by tenured members of his department. This report shall be in the hands of the dean of his college by April 1, and the views of the department faculty members shall be summarized anonymously and communicated to the Dean in this report. Each faculty member shall, upon request to his chairman, be given the privilege of reading the chairman's report concerning him. For cases for which mandatory tenure decisions (see Section 22.5 of Article XXII titled "Eligibility for Tenure" for definition) are necessary, the report relating to tenure to become effective July 1 shall be submitted to the dean by April 1 of the previous calendar year.

18.4 Evaluations from the full-time and continuing faculty members shall be in writing and shall include consideration of the quality and quantity of the candidate's professional work performed in the past and an assessment of how he can be expected to perform in the future. Categories of performance are enumerated in Section 18.5 below. The performance of the candidate in each category shall be rated and narrative statements in support of any or all ratings may be appended. Written evaluations of members of the department will be signed, but the identity of the evaluator will be kept confidential by the chairman.

In addition, members of the full-time and continuing faculty as specified in Sections 18.2 and 18.3 above may indicate on a ballot conducted by the department chairman, whether the candidate should be promoted or granted tenure as the case may be. The chairman's report to the dean shall include the results of this ballot.

18.5 For retention, tenure, and promotion, the review shall be comprehensive and cover the faculty member's entire professional career. The review will include the following:

A. A statement by the chairman of the specific duties and responsibilities of the individual faculty member for the period covered by the review.

B. A broad assessment by the chairman considering the qualities and contributions of the faculty member.

C. A tabulation of accomplishments. This tabulation shall include applicable items of (with respect to Paragraph A above), but not be limited to, the following:

1) Contributions to the instruction program including new course designs, new or altered programs, or other efforts which have enhanced the instructional program.

2) Journal articles and books published or accepted for publication.

3) Papers presented.

4) Research accomplishments (a list and discussion).

5) Funded and non-funded research programs with which the faculty member has been affiliated (a summary).

6) Services to the University and professional services for the community.

7) Offices held in, and services rendered to, professional societies and memberships in professional and honor societies.

8) Special services such as journal editor, agency research review board, etc.

9) Student advising.

D. For the teaching faculty, the annual review shall include a list of teaching assignments, and an instructor evaluation by students under such procedures as may be authorized by the Faculty Senate and implemented by the Administration. A copy of the evaluation results plus an assessment of the evaluation by the department chairman, and by the faculty member concerned, if he so wishes, will become a part of the annual review.

ARTICLE XIX

STATEMENT OF PRINCIPLES ON TENURE

19.1 Statement of Principles on Tenure - The purpose of any system of tenure is two-fold: 1) to protect the individual; 2) to protect the institution.

The University during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal the administration is charged with the responsibility of judging all the qualifications of every faculty member. This should be an affirmative and not a passive judgment. Upon this judgment must be based a decision not to reappoint those who have failed to adapt themselves to the standards of this institution, or to promote those who have achieved beyond the normal expectations or who have performed satisfactorily over a period of years. No system of tenure will work unless the administration acts with firmness in not renewing contracts of those who are not adapted by training, experience or temperament to the institution. It goes without saying that lack of success here does not necessarily imply lack of success elsewhere. In most instances, persons whose contracts are not to be renewed should be aided by the administration in obtaining another position.

After a faculty member has served his apprenticeship for a specified number of years and has been found worthy of retention on the faculty, he should be granted tenure and be given the assurance of continuous appointment which cannot be terminated except for cause after the individual has been accorded the rights of due process if he elects to seek them as hereinafter provided.

19.2 Dismissal under Tenure - A member of the teaching, research or extension faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by a joint conference of committees from the Association of American Colleges and the American Association of University Professors.

> Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution (or its designee). In all cases where the facts are in dispute, the accused teacher should be informed in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment on his case. He should be permitted to have an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

The University of Rhode Island accepts the above statement as its basic policy governing dismissal under tenure, with the following modification: all provisions of the paragraph shall apply to members of the extension and research faculties who have been granted tenure as well as to teachers on tenure.

ARTICLE XX

PROMOTION PROCESS

20.1 Promotion Process - The department chairman shall be responsible for initiating formal proposals for promoting the members of his department. He shall prepare a report annually according to procedures described in Section 18.2 of Article XVIII titled "The Annual Review".

20.2 After receiving the written report, the dean shall meet with the department chairman to discuss the status of each member. Following this conference, the dean, by January 15, shall state in writing to the department chairman his decision concerning each person. It shall be the responsibility of the department chairman to notify each faculty member in writing by January 20 of the dean's decision. Reasons for the decision will be stated in writing if requested by the faculty member.

20.3 If the department chairman and the dean agree that an individual should be promoted, their decision will be sent to the Vice President for Academic Affairs for transmittal to the President no later than January 20, If the

President agrees with the department chairman and the dean he shall take the appropriate steps to promote the individual and to notify all parties concerned.

If the President disagrees with the decision of the dean and the department chairman, the faculty member shall be informed promptly, in writing, of the President's action. The faculty member may file a written grievance within ten (10) calendar days in accordance with Section 15.2.2(c) of the grievance procedure.

20.4 If disagreements between the department chairman and the individual or between the department chairman and the dean cannot be reconciled for those serving in the rank of assistant professor for the sixth year or in the rank of associate professor for the seventh year, the individual, who will be informed promptly in writing, may file a written grievance within ten (10) calendar days in accordance with Section 15.2.2(c) of the grievance procedure.

20.5 The faculty member, at any time in the promotion process, may ask that his name be removed from consideration.

20.6 Final decisions on promotion for the ensuing academic year will normally be made in March and notification to faculty members involved will normally be made on or about March 15 by the President.

20.7 After compliance with Section 15.2.2(c) of Article XV, grievances resulting from Section 20.3 and 20.4 shall proceed directly to arbitration in accordance with Section 15.3.2 of the grievance procedure.

ARTICLE XXI

TENURE PROCESS

21.1 The Process for Granting Tenure - The department chairman shall be responsible for initiating formal proposals for granting tenure to members of his department. He shall prepare a report annually according to procedures described in Section 18.3 of Article XVIII titled "The Annual Review".

21.2 After receiving the written report, the dean shall meet with the department chairman to discuss each proposal. After the meeting, the dean, by April 15, shall state in writing to the department chairman his decision concerning each proposal. It shall be the responsibility of the department chairman to transmit to the faculty member by April 20 a copy of the dean's decision. In the event that tenure is denied and if the faculty member requests, he shall be given the reasons for the denial in writing.

21.3 If the department chairman and the dean agree that an individual should be granted tenure, their decision will be sent to the Vice President for Academic Affairs for transmittal to the President no later than April 25.

If the President agrees with the decision of the department chairman and the dean, he shall take the appropriate steps to present the case to the Board of Regents for final granting of tenure.

If the President disagrees with the decisio. of the dean and the depa tment chairman, he shall promptly inform the facul y member in writing, of his actions together with the reasons therefor. The faculty member may file a written grievance within ten (10) days in ccordanc with Section 15.2.2(d) of the grievance procedure.

21.4 For cases for which mandatory tenure decision are required, if disagreements between the department chairman and the dean cannot be reconciled, the faculty member, who will be informed by April 25 in writing by the department chairman, may file a written grieva ce within ten (10) days in accordance with Section 15.2.2(c) of the grievance procedure.

21.5 An individual eligible for tenure has the right to initiate a grievance at the step that tenure has been denied. If tenure is denied by the Board of Regents, the individual may proceed to Arbitration in accordance with Section 15.3.2.

21.6 Where, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered at the same time.

21.7 The faculty member may, at any time in the tenure process, ask that his name be removed from consideration.

ARTICLE XXII

ELIGIBILITY FOR TENURE

22.1 Instructors shall not be eligible for tenure.

22.2 Assistant Professors shall be eligible for tenure when they have accumulated five (5) years of full-time service, credited as follows: years of service in the rank of instructor at the University of Rhode Island; years of service in the rank of assistant professor (or its equivalent) at the University of Rhode Island; years of service at another accredited four-year academic institution in the rank of assistant professor or above, to a maximum of three (3) years of credit. The amount of credit to be allowed toward tenure for service at other institutions shall be indicated in the initial contract. Tenure may be awarded to become effective beginning with the sixth, seventh, or eighth year. An individual must be considered when he first becomes eligible and each year thereafter. A tenure decision relating to the eighth year shall be a mandatory tenure decision (see Section 22.5).

22.3 Associate Professors who have completed a minimum of two (2) years of full-time service at this institution shall be eligible for tenure. Tenure may be awarded to become effective beginning with the third, fourth or fifth year. A tenure decision relating to the fifth year shall be a mandatory tenure decision (see Section 22.5). Associate professors hired prior to this agreement shall be covered by the tenure provisions of the 10th Edition of the University Manual.

22.4 Professors shall be eligible for tenure beginning with the first year of full-time service. Tenure may be awarded to become effective beginning with the first, second, third or fourth year. A tenure decision relating to the fourth year shall be a mandatory tenure decision (see Section 22.5). For initial appointments with tenure, the department chairman shall consult with all tenured members of the appointing department and report on the recommendations to the college dean for his consideration prior to offering the appointment to an individual.

22.5 Mandatory Tenure Decisions - Whenever a faculty member, in accordance with Sections 22.2, 22.3, 22.4 preceding, has accumulated sufficient years of service that a mandatory tenure decision is required, one of the following decisions must be made: 1) award tenure to the faculty member; 2) terminate the affiliation of the faculty member with the University. For cases in which mandatory decisions are necessary, the recommendation relating to tenure to become effective July 1 shall be submitted to the dean by April 1 of the previous calendar year (i.e., 15 months in advance of the effective date). If in the instance of a mandatory tenure decision, it is determined that a faculty member will be denied tenure, he shall be notified in writing with reasons stated for denial by the President of the University at least twelve (12) months in advance of the date he is required to terminate his affiliation with the University.

22.6 Credit toward tenure - A full academic year of service (dating from the beginning of the academic year) shall accrue credit of one (1) year toward tenure. Service begun after the start of the academic year will not accrue credit toward tenure. Time spent on leaves of absence, sabbatical leaves, or education leaves shall not accrue credit toward tenure.

22.7 Should a person who has held the position of Research Associate at this University be employed by the University at some later time in the rank of instructor or above on a full-time basis, he shall be credited with one (1) year toward tenure for each two (2) years of prior employment under such title, to a maximum of two (2) years of credit.

ARTICLE XXIII

OUTSIDE CONSULTATION

23.1 Outside Consultation - Prior notification in writing shall be given to the appropriate department chairman and dean as to the nature and extent of any outside consultation or employment assumed by any individual faculty member. Outside consultation and employment shall not conflict with the faculty member's contractual obligations to the University.

ARTICLE XXIV

DUES DEDUCTION

24.1 The State Controller shall deduct union dues or service charge each pay period from the wages of those members who have authorized the state to do so in writing. The State Controller shall forward promptly to the Treasurer of the Association a check representing the amounts so deducted. The union dues or the service charge will be specified by the URI-AAUP.

The Board or its designee shall forward to the URI-AAUP Treasurer notice of new employees hired hereafter within the bargaining unit.

In accordance with Title 36-11-2 of the General Laws of Rhode Island, Discrimination because of Membership in Employee Organization Prohibited, membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to the regular monthly dues. Supervisory employees shall not endorse any particular employee organization or, by reason of membership in any such organization, show prejudice or discriminate toward any individual employee.

ARTICLE XXV

ALTERATION OF AGREEMENT

25.1 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

25.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXVI

NO STRIKES OR LOCKOUTS

26.1 The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its employees during the term of this agreement.

26.2 It is agreed that all provisions of this agreement are binding on each of the faculty members covered by this contract.

ARTICLE XXVII

SAVINGS CLAUSE

27.1 Should any provision of this agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this agreement shall be null and void, but in all other respects the provisions of this agreement shall continue in full force and effect for the life thereof.

Ralph H. Watkins	Leila S. Cain
	Roderick Caldwell
	Jordan Y Miller
	Ephraim P. Smith

ARTICLE XXVIII

TERMINATION OF AGREEMENT

28.1 This agreement shall be effective as of the 1st day of July, 1972, and shall remain in full force and effect until the 30th day of June, 1974.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July 1974, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until a new agreement is executed.

28.2 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

28.3 In witness whereof, the parties hereto have set their hands this 6th day of November, 1972.

For the Board of Regents:

Chairman of Board

President of the University

Commissioner of Education

For the American Association of University Professors:

President of URI-AAUP

Chairman of Negotiating Committee

APPENDIX A

SALARIES

A.1 1972-73 - It is agreed that faculty within the bargaining unit employed as of June 30, 1972, shall receive a salary increase of 8% across the board in the first year of this agreement, July 1, 1972, to June 30, 1973.

A.2 Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

	Academic Year	Calendar Year
Instructor	$ 7,800	$ 9,360
Assistant Professor	9,800	11,760
Associate Professor	13,000	15,600
Professor	16,200	19,440

A.3 New faculty employed on or after July 1, 1972 shall not receive an increase in salary with the exception of those employed below the minimum stated in A.2.

A.4 1973-74 - It is agreed that faculty covered by this agreement shall receive a 10% across the board increase effective July 1, 1973.

A.5 Personnel may be employed at salaries at or above, but not below the minimum, as stated below (effective July 1, 1973):

	Academic Year	Calendar Year
Instructor	$ 8,580	$10,296
Assistant Professor	10,780	12,936
Associate Professor	14,300	17,160
Professor	17,820	21,384

A.6 The above pay plan is subject to Pay Board Review and approval.

A.7 Librarians who hold faculty rank shall receive the 8% across the board increase in the first year. However, librarians who are still below the minimum will not be brought up to the minimum in 1972-73.

In 1973-74 librarians shall receive a 10% across the board increase. If after such increase there are those who remain below the minimum, they shall be adjusted to the 1973-74 minimum effective July 1, 1973.

APPENDIX B

WORKLOAD STUDY COMMITTEE

A. There shall be a joint Board-Association committee of twelve (12) persons which shall study and make recommendations with respect to a workload policy. Six members of the committee shall be appointed by the Board, at least four of whom shall be from the University of Rhode Island administration, and six shall be appointed by the Association.

B. The committee shall report its findings and recommendations to the Board and the Association no later than June 1, 1973.

C. Recommendations of the committee which are accepted by the Board and the Association shall be implemented as soon as may be feasible.

D. Recommendations of the committee which are not acceptable to the Board or the Association may at the option of the Board or the Association be the subject of reopened negotiations, provided that the party wishing such reopened negotiations shall give notice on or before July 1, 1973.

E. The faculty and the Association agree to make available any information relevant to this study.

APPENDIX C

NEW MERIT SYSTEM STUDY COMMITTEE

A. There shall be a joint Board-Association committee of twelve (12) persons which shall study and make recommendations with respect to the establishment of a new merit system. Six members of the committee shall be appointed by the Board, at least four of whom shall be from the University of Rhode Island administration, and six shall be appointed by the Association.

B. The committee shall report its findings and recommendations to the Board and the Association no later than December 1, 1973.

C. Recommendations of the committee which are accepted by the Board and the Association shall be implemented as soon as may be feasible.

D. Recommendations of the committee which are not acceptable to the Board or the Association may at the option of the Board or the Association be the subject of reopened negotiations, provided that the party wishing such reopened negotiations shall give notice on or before April 1, 1974.

APPENDIX D

RETIREMENT AGE STUDY COMMITTEE

A. There shall be a joint Board-Association committee of twelve (12) persons which shall study and make recommendations with respect to changes in the TIAA Retirement Age. Six members of the committee shall be appointed by the administration and six shall be appointed by the Association.

B. The committee shall report its findings and recommendations to the Board and the Association no later than February 15, 1973.

C. Recommendations of the committee which are accepted by the Board and the Association shall be implemented by March 15, 1973, or as soon thereafter as may be feasible.

D. Recommendations of the committee which are not acceptable to the Board or the Association may at the option of the Board or the Association be the subject of reopened negotiations, provided that the party wishing such reopened negotiations shall give notice on or before April 1, 1973.